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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9864-HII(2)-2022/6426.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award dated 12.03.2022 bearing reference No. 4/2017 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JAI BHAGWAN S/O LATE SHRI DEEPA RAM, HOUSE NO.1115, VIKAS NAGAR, NEAR RAILWAY STATION, CHANDIGARH (Workman)

AND

1. LEHRI SOLUTIONS PRIVATE LIMITED, S.C.O. NO.107, PHASE - X, S.A.S. NAGAR, PUNJAB THROUGH ITS MANAGING DIRECTOR AND MANAGER (CONTRACTOR)
2. MICRON INSTRUMENTS PRIVATE LIMITED, PLOT NO.143-B, INDUSTRIAL AREA, PHASE - I, CHANDIGARH THROUGH ITS MANAGING DIRECTOR & MANAGER (PRINCIPAL EMPLOYER) (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was engaged by management No.2 with effect from 14.02.2006 as Helper. Management No.2 within six months converted the services of the workman with management No.1 whereas he had worked under direct control & supervision of management No.2. On 12.03.2016, the management refused to allow duty to the workman. Jot of the workman still exists and junior to the workman were retained in service. There is serious violation of provisions of Section 25-F, 25-G & 25-H of the ID Act.

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Jalinder Kumar
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3. Management No.1 contested the case of the workman and filed written statement that the workman worked with answering management in two stints i.e. during the period from 14.02.2006 to 29.11.2010 and then after gap of more than one year during the period from 01.12.2011 to 12.03.2016. On both the occasions the workman himself withdrew from the work.

4. Management No.2 contested the case of the workman and filed written statement that the workman was not employee of answering management and 218 workers are working through the contractor M/s Lehri Solutions Private Limited i.e. management No.1. The answering management is not having employer-employee with the employees of management No.1.

5. The workman filed replications reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no employer-employee relationship between management No.2 and workman ? OPM-2
3. Relief.

6. In support of the case, the workman stepped into the witness box as AW1. During the pendency of the present industrial dispute, the parties settled their dispute amicably. The General Manager (Administration) of management No.1 made the following statement :—

"The management had agreed to settle the matter with the workman Sh. Jai Bhagwan for a total sum of Rs.65,000/- cash towards all his claims. The workman shall not claim anything further in any court of law after this settlement. The workman forgive the right of reinstatement / reemployment."

Upon which the workman made the following statement :—

"I have heard the statement of Shri Chhinder Kumar. We are ready for settlement as agreed above with the management and I have received today an amount of Rs.65,000/- cash. Accordingly, the matter has been disposed off as per compromise between the parties. The management will complete the formalities towards EPF as and when workman will approach. The workman will not claim against the management in any matter in any court of law."

The case taken up in Lok Adalat. In view of the above statements, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.03.2022

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 4th May, 2022

No. 13/1/9860-HII(2)-2022/6436.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 12.03.2022 bearing reference No. 23/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ANIP SUBBA S/O SHRI SHIV KUMAR, R/O #1850, VILLAGE BURAIL, SECTOR 45,
CHANDIGARH (Workman)

AND

THE GAUR CHANDIGARH, THROUGH ITS MANAGING DIRECTOR/OCCUPIER
& MANAGER, SCO NO.152-154, SECTOR 43-B, CHANDIGARH (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management with effect from 01.02.2016 as Room Boy. On 24.09.2018, the workman reported for duty but the occupier refused to allow duty and also refused to pay unpaid wages to the workman. Job of the workman still exists and junior to the workman were retained in service. There is serious violation of provisions of Section 25-F, 25-G & 25-H of the ID Act.

3. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

"I withdraw the present reference on behalf of the workman."

The case taken up in Lok Adalat. In the view of the above statement, the present industrial dispute is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.03.2022

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

Secretary Labour,
Chandigarh Administration.

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